

Commander, Naval Meteorology and Oceanography Command
Report of Investigation
Case IG-14-08
(26 August 2014)

1. Investigator Identifying Information and Location of Working Papers

a. Investigator and Identifying Information

Mr. Mark Law
Inspector General (CNMOC N00IG)
Naval Meteorology and Oceanography Command
w 228-688-5497 dsn 828
f 228-688-5742
e mark.law@navy.mil

b. Location of Working Papers

Inspector General
Naval Meteorology and Oceanography Command
1100 Balch Blvd., Rm 1012
Stennis Space Center, MS 39529-5005

2. Background and Summary

a. Control Numbers and Origin of Complaint. On 24 June 2014 by Commander, U.S. Fleet Forces Command Inspector General (Fleet IG) received an anonymous Hotline Complaint via facsimile, alleging wrongdoings by two Naval Oceanographic Office (NAVOCEANO) employees. Fleet IG entered the case into the Naval Inspector General Hotline Tracking System (NIGHTS), assigning the case number 201401960. Fleet IG assigned the case to COMNAVMETOCCOM IG on 25 June 2014. Based on Fleet IG's recommendation that the case was more appropriate for chain of command action, COMNAVMETOCCOM IG closed the case as a Hotline in NIGHTS and forwarded same to COMNAVMETOCCOM for appropriate action. On 30 June 2014 COMNAVMETOCCOM Chief of Staff directed COMNAVMETOCCOM IG to conduct a command Preliminary Inquiry to determine the facts involving NAVMETOCCOM personnel, assigning the case number IG-14-08. On 23 July 2014 COMNAVMETOCCOM IG received an additional anonymous Complaint against the same two employees.

b. Complaints

(1) The operative portions of the original Complaint form state,

6. What did the subject do or fail to do that was wrong? *Conflict of Interest: Inappropriate (dating) relationship between employee and their supervisor. Elliot Williamson hired [REDACTED]. Misuse of official time/Time and attendance: 2+ hour lunches together; false sick leave; leaving early; etc.*

7. What rule, regulation or law do you think the subject(s) violated? *Time and attendance; inappropriate relationship with a superior; unfair hiring; conflict of interest.*

13. Additional Information you wish to provide. *This relationship has destroyed the work environment of NAVO Contracting. Neither [REDACTED] (a supervisor) or Elliott Williamson (department head) have been fully available to help in the office. Their [sic] is office tension that is making it difficult for people to do their jobs.*

(2) The second Complaint states,

Elliott Williamson is the Contracting Department head at NAVO. [REDACTED] is a supervisor that was promoted to supervisor by Elliott Williamson. They are in an inappropriate relationship. In the promotion of [REDACTED] Elliott Williamson abused his authority and there was a conflict of interest. Recently [REDACTED] also received an award. The award is completely unjustified and was recommended to the front office by Elliott Williamson.

Elliott and [REDACTED] constantly misuse time. They leave work for hours without giving employees notice, and they do not always report their time in SLDCADA. Elliott also abused overtime. Elliott takes overtime almost every pay period despite taking leave. The workload does not support his overtime.

The office is completely dysfunctional. Contracts sit on [REDACTED] and Elliott's desk for weeks without being assigned to a specialist. [REDACTED] and Elliott are not approachable due to the poor work environment caused by their affair. It is a terrible place to work now due the lack of respect employees have for the leadership.

Lately Elliott has begun bullying his employees. He constantly makes rude remarks to his employees in reference to him being questioned about his leave. For example: at a luncheon this week he ordered a margarita and said "yes I ordered a margarita and yes I am leaving after this don't bother checking my leave." This is just one example. The employees should be interviewed so they can discuss this in privacy. The employees are scared to file a complaint.

c. Outcome of investigation. My review identified allegations of wrongdoing, warranting investigation. **Eleven** specific allegations were substantiated; two were not substantiated.

3. Overall Conclusions and Dispositions. I addressed personal relationship matters and alleged wrongdoings as well as several other complaint issues, which became known.

a. Nature of Personal Relationship

(1) Fraternization and/or close personal relationships between supervisors and subordinates are not prohibited for Government civilian employees on their off-duty time. However, supervisors are accountable for their organization's effectiveness, which may be compromised by actual or perceived personal relationships between employees.

(2) I limited my inquiry into Mr. Williamson and [REDACTED]'s personal relationship to establish a basis for NAVOCEANO employees' perceptions. I believe it is inappropriate to further pry into the employees' personal businesses.

(3) PI determined that while there is insufficient information to conclude, for certain, the true nature of Mr.

Williamson and [REDACTED]'s personal relationship, a reasonable person would conclude that Mr. Williamson and [REDACTED]'s actions have created the appearance of a "dating" relationship to NAVOCEANO employees. Paragraph 4 provides facts and analysis for this conclusion.

b. Investigated Allegations of Wrongdoing:

(1) **Whether Mr. Williamson and [REDACTED]'s actual dating or appearance thereof negatively affected the Contracting Office workplace.** PI determined that there were sufficient grounds to warrant an investigation into the matter as allegations against Mr. Williamson and [REDACTED]. This Complaint was investigated as **Allegation Nr 1.** See page 7.

(2) **Whether Mr. Williamson and/or [REDACTED] misused their official time (i.e., breakfasts and long lunches).** PI determined that there were sufficient grounds to warrant an investigation into the matter as allegations against Mr. Williamson and [REDACTED]. This Complaint was investigated as **Allegation Nr 2.** See page 28.

(3) **Whether Mr. Williamson or [REDACTED] falsely or improperly claimed to be at work on their Standard Labor Data Collection and Distribution Application (SLDCADA) timecards when they were actually off-site and absent from work.**

(a) PI determined that several alleged time and attendance (T&A) irregularities, identified during witness interviews, were resolvable through review of SLDCADA documents and reports. These were mostly about supposed simultaneous absences of the two parties. While these are not listed individually, they are part of witness statements in Allegation Nr 1.

(b) PI also determined that there were sufficient grounds to warrant an investigation into specific incidents of potential wrongdoing as separate allegations against Mr. Williamson and [REDACTED]. This Complaint was investigated as **Allegation Nrs 3 and 4.** See pages 30 and 38, respectively.

(4) **Whether Mr. Williamson falsely or improperly certified [REDACTED]'s SLDCADA timecard.** PI determined that there were sufficient grounds to warrant an investigation into the matter as allegations against Mr. Williamson. This Complaint was investigated as **Allegation Nr 5.** See page 44.

c. Complaints and Issues Not Investigated as Separate Allegations:

(1) **Whether Mr. Williamson "has begun bullying" the NAVOCEANO Contracting Office staff.** PI determined the bullying incidents reported to not be wrongdoings per se. However, the issue is addressed in Allegation Nr 1 as part of the overall office climate.

(2) **Whether Mr. Williamson or [REDACTED] improperly claimed sick leave during the period 15 December 13 through 12 July 2014.** PI determined that there was no evidence to conclude either Mr. Williamson or [REDACTED] falsely submitted JON "NVSAU" and THC "LS" on their timecards.

(3) **Whether Mr. Williamson improperly executed overtime during the period 15 December 13 through 12 July 2014 (30 weeks).**

(a) PI determined that Mr. Williamson's overtime was properly authorized per NAVOCEANOINST 7420.2D during the period, his misuse of official time notwithstanding.

(b) PI also determined that there was insufficient evidence to conclude that Mr. Williamson manipulated his workload and leave hours in order to improperly create the need for overtime. Although there were 12 instances where Mr. Williamson executed overtime in the same week, in which he took leave, well-documented workload and divisional supervisory manning shortfalls were appropriately taken into consideration by CAPT A.J. Reiss, then executive officer.

(4) **Whether Mr. Williamson improperly nominated [REDACTED] for an award in summer 2014.** PI determined that, although perhaps ill-timed, there was no evidence to conclude [REDACTED]'s nomination as senior civilian of the quarter in spring 2014 was anything but a normal managerial acknowledgement of an employee's effective performance.

(5) **Whether Mr. Williamson and [REDACTED] have properly managed contracting office workload.** PI determined that there was insufficient evidence to conclude either Mr. Williamson or [REDACTED] had been remiss in the actual performance of their duties, their misuse of official time notwithstanding.

(6) **Whether Mr. Williamson and [REDACTED]'s alleged personal relationship had any bearing on [REDACTED]'s promotion**

to GS-13 in fall 2013. PI determined that there was no evidence to conclude [REDACTED]'s selection to the [REDACTED] position was a result of anything but her own merit.

(7) **Whether NAVOCEANO leadership improperly certified Mr. Williamson's Timecards.** PI determined:

(a) That [REDACTED], NAVOCEANO [REDACTED] and interim Certifying Official, improperly certified Mr. Williamson's timecard for the pay period ending 28 June 2014 in that he certified that Mr. Williamson was on board and at work for 8.0 hours on 27 June even though Mr. Williamson was not at work at all that day.

(b) That Mr. Williamson's timecard for the pay period ending 12 July 2014 was not certified as of Wednesday 16 July. This is the pay period, which included Mr. Williamson's improper T&A submission for 03 July.

d. Additional Information

(1) Interviews of NAVOCEANO Contracting Office employees included all four recommended for interview in the first anonymous Complaint and all recommended by Mr. Williamson and [REDACTED]. Overall, I interviewed eight contracting office employees (including Mr. Williamson and [REDACTED]) of 12 total on board during the period in question.

(2) NAVOCEANO Contracting Office Staff

(a) Mr. Williamson¹ started work at NAVOCEANO in November 2012 as a GG-14 as Chief Contracting Officer. He had previously worked at Naval Facilities Engineering Command Washington, DC as a GS-13. He was born in December 1957. He is not married.

(b) [REDACTED]¹ started work at NAVOCEANO in May 2005 as a GS-1 student/clerk. Her most recent promotion was to GS-13 (from GS-12) in October 2013 as the [REDACTED]. She had actually been working as the [REDACTED], in a temporary promotion basis, starting in March 2013. She was born in [REDACTED]. She is married. [REDACTED], also works at NAVOCEANO.

¹ Personnel interviewed

(c) Large Contracts Division. Mr. Williamson is acting sion supervisor. Staff: [REDACTED]¹, [REDACTED]¹, [REDACTED]¹

(d) SAP Contracts Division. Supervisor: [REDACTED]¹. Staff: [REDACTED]¹, [REDACTED]¹, [REDACTED]¹, [REDACTED]¹, [REDACTED]¹

(e) Other Staff: [REDACTED]¹, [REDACTED]¹, [REDACTED]¹

(3) Rumor Control. NAVMETOCCOM commands on Stennis Space Center (SSC) are a small community. While certainly not closed to outsiders, because SSC is one of the top employers of highly-educated/well-paid personnel in Hancock County, many NAVOCEANO employees have relatives at the command or in other NAVMETOCCOM commands at SSC. As such, rumors travel faster and may take on more credibility than they deserve. (**Investigator's note:** I do not have exact numbers of related employees but there are 53 "Ladners" in the SSC telephone book. Also, while working on the case, I heard employees mention that they were aware of "the affair" and "what a shame.")

(4) Personnel Issue Cases. Reports for personnel cases are lengthy as they cover interrelated issues and are based on witness statements vice documentary evidence. Recognizing this, the report is broken down into two parts. The First Allegation covers all the personnel issues. Subsequent allegation investigations take advantage of facts, analysis, and conclusions from the first.

4. **FIRST ALLEGATION.** That Mr. Williamson and/or [REDACTED] did not avoid actions, which created the appearance that they had an inappropriate personal relationship and that this apparent personal relationship degraded the morale and efficiency of the NAVOCEANO Contracting Office during the period May 2014 through 23 July 2014.

a. Facts

Standard

(1) 5 CFR § 2635 Subpart A, General provisions, defines that the appearance of violations of a law or regulation is a violation. 5 CFR § 2635.101, Basic obligation of public service, states in part,

(b) General principles. The following general principles apply to every employee and may form the basis for the standards contained in this part. Where a situation is not covered by the standards set forth in this part, employees shall apply the principles set forth in this section in determining whether their conduct is proper.

(14) Employees shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards set forth in this part. Whether particular circumstances create an appearance that the law or these standards have been violated shall be determined from the perspective of a reasonable person with knowledge of the relevant facts.

(2) 5 USC § 2301, Merit System Principles, states in part,

(b) Federal personnel management should be implemented consistent with the following merit system principles:

(4) All employees should maintain high standards of integrity, conduct, and concern for the public interest.

(5) The Federal work force should be used efficiently and effectively

(3) DoN Civilian Human Resources Manual (CHRM), Subchapter 752, Disciplinary Actions, discusses DoN civilian employees' responsibilities. DoN CHRM Subchapter 752, paragraph 7.e. states in part,

e. Managers and Supervisors are responsible for:

(2) Setting a good example by own personal conduct.

General

(4) Mr. Williamson and [REDACTED] stated that they were friends and no more. (Interview 2, 3)

(5) No witnesses observed Mr. Williamson and [REDACTED] exhibit public displays of affection such as hand-holding, kissing, or affectionate phrases. (Interview 4, 5, 6, 7, 8, 9, 11)

(6) Mr. Williamson stated that although [REDACTED] had been doing an outstanding job, there were myriad things, for which she needed his experience in order to shorten her research time. Mr. Williamson also stated that [REDACTED] had been the "glue to hold the department together" and that he would have been in big trouble without her. Mr. Williamson also stated that challenges had included poor package inputs from customers and cited incorrect part numbers as an example, adding that after the contract was let and the wrong part came in, it would be the Contracting Office's problem to work with the vendor (including potential contract renegotiation) to ensure the correct part would be procured. Mr. Williamson also stated that "forensic" projects, to match items received with contract line items and invoices, had taken an enormous amount of time, adding that customers had complained that they (customers) were too busy to attend to all the details. Mr. Williamson also stated he had to manage Contracting Officer's Representative training as well. (Interview 4)

(7) [REDACTED] stated that coworkers in the contracting office were not aware of [REDACTED] and why she had taken leave, adding that this may have led to misperceptions on their part. [REDACTED] also stated that it was [REDACTED], who has been improperly checking her timecard information. [REDACTED] also stated that coworkers had told her that [REDACTED] has been asking them about her ([REDACTED]) whereabouts and sharing with them her ([REDACTED]) assumptions about what is going on with her ([REDACTED]) leave. [REDACTED] also stated that while she knew [REDACTED] was aware of [REDACTED], she did not believe [REDACTED] was aware of [REDACTED] she ([REDACTED]) had had. (Interview 2)

Investigator's note: There is a possibility that a portion of witnesses' perceptions are the result of rumormongering by [REDACTED]. During interviews, I consciously took this into consideration. However, several witnesses used terms such as "that's when I got it" to describe their initial suspicion that there may be some sort personal relationship between Mr. Williamson and [REDACTED] rather than, "...and [REDACTED] told me..."

I also considered that rumors sometimes take on a life of their own where on Monday coworkers piece together facts in the lunchroom and agree their conclusions to be tentative but on Tuesday, Monday's pre-mature conclusion is now treated as fact. Unfortunately, this continues day by day.

Frequent Breakfasts and Extended Lunches Together

(8) [REDACTED] stated that Mr. Williamson and [REDACTED] have breakfast and lunch together nearly every day. [REDACTED] also stated that their lunches were sometimes at Wayne's Snack Bar, sometimes at building 1100, and sometimes off-site, adding that almost every time lunch ran longer than half an hour. [REDACTED] also stated that, on any given day, Mr. Williamson and [REDACTED] are out of the office starting at 1045-1100 until 1300-1330, adding that people know not to look for them until after 1300. (Interview 4)

(9) [REDACTED] stated that she had joined Mr. Williamson and [REDACTED] at lunch at Wayne's Snack Bar on occasion and that it did not appear that she was interrupting anything personal. [REDACTED] also stated that she had personally seen Mr. Williamson and [REDACTED] once a week at Wayne's Snack Bar however she had heard rumors that the lunches were more frequent. (Interview 8)

(10) [REDACTED] stated that Mr. Williamson and [REDACTED] arrive at work at 0600, have breakfast together at Wayne's Snack Bar at 0700, then eat lunch together for an hour to an hour and a half each day and up to two hours on Fridays. [REDACTED] also stated that it seemed like Fridays were typical two hour lunch outings but he could not provide a specific date. [REDACTED] also stated that as lunch is office's only social time, it was not uncommon for the staff's lunch breaks to run 45 minutes or more. [REDACTED] also stated that for the last few months, the two ate together nearly every day, adding that he could not recall a day when Mr. Williamson and [REDACTED] had not eaten together in last couple of months. (Interview 7)

(11) When asked how she would characterize the relationship between Mr. Williamson and [REDACTED] [REDACTED] stated: "Close." When asked to elaborate, [REDACTED] stated: "I don't find it necessary [for Mr. Williamson and [REDACTED]] to eat lunch and breakfast together every day." [REDACTED] also stated that Mr. Williamson visits [REDACTED]'s office approximately once an hour. [REDACTED] also stated that before the relationship suspicion became common knowledge, the door was

usually closed during these visits but since then, they leave the door open more often. (Interview 9)

(12) [REDACTED] stated that Mr. Williamson and [REDACTED] have gone to breakfast and lunch a lot over the past two months. [REDACTED] also stated that she did not know about every Friday, because her work schedule is only every other Friday, but on several Fridays she knew that Mr. Williamson and [REDACTED] had taken extended lunches. [REDACTED] also stated that there have been instances where Mr. Williamson and [REDACTED] would be gone for up to two hours but lunches had been an hour more or less in the past two weeks. (Interview 5)

(13) [REDACTED] stated that Mr. Williamson and [REDACTED] breakfasts together had lasted up to an hour and that there were back-to-back Fridays in June when they were gone to lunch for over three hours. [REDACTED] also stated that the two could have told the staff they were going to lunch but, without information, the staff had been left to speculate, fairly or not. (Interview 11)

(14) [REDACTED] stated that she and Mr. Williamson had often eaten together at Wayne's Snack Bar in the main NAVOCEANO building and that sometimes that ran over the standard half-hour lunch period. When asked whether she had taken "2+ hour lunches together" with Mr. Williamson in the past six months, [REDACTED] stated that on one occasion, perhaps in late May or early June, she and Mr. Williamson had left the base to go to lunch. [REDACTED] also stated that while they had gone to lunch, specifically to talk about matters at work, she had put in for leave for the extra time she was away from the office in order to err on the side of safety. [REDACTED] stated that she and Mr. Williamson had gone to breakfast at Wayne's Snack Bar perhaps four times a week and that the breakfasts were about 15 minutes long - just long enough for a cup of coffee. [REDACTED] stated that about half the time they had brought contracting work to go over, even on the 15 minute breakfast breaks. [REDACTED] also stated that she and Mr. Williamson did eat lunches together at Wayne's but as coworkers, adding that there were times when [REDACTED] and/or [REDACTED] joined them. (Interview 2)

(15) Mr. Williamson stated that his daily routine was to go over emails and then have a meeting with his division supervisors. Mr. Williamson also stated that, as he was acting division supervisor for the Large Contract division, unfortunately [REDACTED] was the only other division supervisor. Mr. Williamson also stated that the vacant position remained

unfilled even though two weeks ago he had thought one of the three candidates would take the job. Mr. Williamson also stated that the vacant division supervisor position, a critical need, had taken way too long to fill, explaining that the paperwork had taken an inordinately long time to process. Mr. Williamson stated that part of the reason he and [REDACTED] had conducted business during breakfast at Wayne's was to avoid [REDACTED], whose office was across from his and who, he believed had been listening in on discussions on personnel issues. Mr. Williamson also stated that he believed [REDACTED] stirs up problems and then passive-aggressively retreats to her office to let the problem play out. (*Investigator's note:* I may have seen an indication of this as [REDACTED] and [REDACTED] both discussed a log, which [REDACTED] had supposedly told them she had been keeping. However, [REDACTED] made no mention of it during her interview even though she knew the investigation involved misuse of official time and time and attendance.) Mr. Williamson stated that the personnel issues, involving [REDACTED], were still going on, adding that they included: Family Medical Leave Act; Workman's Compensation; a potential Performance Improvement Program memo; Alternate Dispute Resolution process; a Congressional Inquiry; and Reasonable Accommodations. (Interview 3)

(16) When asked whether he had taken "2+ hour lunches together" with [REDACTED] in the past six months, Mr. Williamson stated that there had been one time, perhaps in mid-June, when he had gone to lunch off-site with [REDACTED]. Mr. Williamson also stated that he had put in for leave for the extra time away from the office. Mr. Williamson also stated that from time to time he needed to talk to his primary assistant, [REDACTED], about office issues without the rest of the contracting office staff listening in. Mr. Williamson also stated that these were personnel issues, with which they had address as supervisors. Mr. Williamson also stated that he and [REDACTED] sometimes stayed late at Wayne's snack shop an extra half an hour and discussed work-related issues and that he and that [REDACTED] had had an extended lunch there on 10 July. Mr. Williamson also stated that breakfast in Wayne's with [REDACTED] typically lasted between 30 and 45 minutes. Mr. Williamson also stated that they frequently brought paperwork to the breakfast meetings. (Interview 3)

**Frequent Meetings behind Closed Doors,
Reduced Availability / Access to Supervisors**

(17) When asked whether there have been instances where Mr. Williamson or [REDACTED] have not been readily available to perform their duties in the contracting office, [REDACTED] stated that work seems to be getting done. [REDACTED] also stated that overall there was little impact on work accomplishment however, she added that morale was very low. (Interview 5)

(18) [REDACTED] stated that when he had noticed that Mr. Williamson and [REDACTED] were together in an office, behind closed doors, he had presumed that they had been discussing difficult personnel issues, of which there were several. [REDACTED] also stated that Mr. Williamson is not approachable even with the door open so access to him was more difficult than usual. [REDACTED] also stated that when doors are open, [REDACTED] is "phenomenal" and that he knew she has been working hard as she produced great work quickly, but added that had been a really bad month. (Interview 7)

(19) [REDACTED] stated that [REDACTED] regular work day ended at 1430 and noted that on one occasion, [REDACTED] returned from lunch only to pick up her purse and leave at the regular 1430 time. [REDACTED] also stated that often, this summer, Mr. Williamson and [REDACTED] had been on leave at the same time and that this had caused a leadership gap as well as a processing gap. [REDACTED] identified a recent delay caused by personnel misalignment: [REDACTED], COMNAVMETOCOM [REDACTED], was not available on a Friday and the following Monday to do a legal review; because events have to happen in order, that, with Mr. Williamson's absence, turned a two-day process into a five-day proves. [REDACTED] also stated that Mr. Williamson has not provided contingency plans for his absences or a heads up for the staff's planning when he would be out for the day. (Interview 4)

(20) [REDACTED] stated that employees' morale was lowered and they became discouraged about their jobs when they could not consult with [REDACTED] because she was so often in the office, behind closed doors, with Mr. Williamson. (Interview 11)

(21) [REDACTED] stated that Mr. Williamson was "... always there when I needed him." [REDACTED] stated that the regular staff had been able to work around anything that came up on the

Thursday and Friday when both Mr. Williamson and [REDACTED] were out of the office. [REDACTED] also stated that there were some urgent requirements but she could sign, using her warrant. [REDACTED] stated that people keep their doors closed and previously, it had been to keep out the noise but now it was to keep out rumors. [REDACTED] stated that people say they watch what they say. (Interview 8)

(22) [REDACTED] stated that customers would call or stop by to see Mr. Williamson or [REDACTED] only to be told they were not available. [REDACTED] also stated that of course, that happens from time to time with anyone but it was definitely made worse by the long lunches. [REDACTED] also stated that she did not know whether or not Mr. Williamson and [REDACTED] got back to the customers' concerns when they returned from lunch. [REDACTED] also stated that it was hard to get to [REDACTED]'s office because Mr. Williamson was always there, adding that although it had been better in last two weeks, from May 2014 until recently they would be in the office for an hour or so at a time. [REDACTED] also stated that during the time when both supervisors were out some emergent things came up but the regular office staff handled them. (Interview 9)

(23) [REDACTED] stated that any personal relation had zero impact on her availability to do her job in the office. [REDACTED] also stated that she had never turned anyone away. [REDACTED] also stated that she had released the majority of contract actions, arguing that she was probably available more than the other contracting officers. [REDACTED] also stated that the NAVOCEANO Contracting Office was short-handed contracting officers and that while [REDACTED] had a warrant for \$150K, she ([REDACTED] and Mr. Williamson were the only two, who had \$10M warrants. [REDACTED] also stated that in addition to signing the bulk of contract actions, she also reviewed all packages, adding that she was "stretched pretty thin." (Interview 2)

(24) When asked whether there were instances where he had been with [REDACTED], unnecessarily so as part of a personal relationship, and was unavailable to perform his duties in the past six months, Mr. Williamson stated: "No." Mr. Williamson also stated: "I am available [to the contracting office staff,]" and pointed out that he had had to come in early at 0600 or 0630 upon occasion and that he had even come in on weekends. Mr. Williamson also stated that when someone needs to see him specifically, he makes - and keeps - his appointments in Outlook. (Interview 3)

"Sneaking Around," Coincidental Absences, and Absences, which don't Square with Facts

(25) [REDACTED] stated that Mr. Williamson and [REDACTED] appear to sneak out of the office to go to lunch, describing how they unnecessarily took separate exits from the contracting office suite five minutes apart. [REDACTED] also stated that [REDACTED] no longer casually remarks that she is headed for lunch as she used to do. (Interview 4)

(26) [REDACTED] stated that on Thursday 10 July 2014 Mr. Williamson and [REDACTED] left for lunch at 1100 and did not come back for the rest of the day. [REDACTED] also stated that, for corroboration, [REDACTED] left at about the same time and had seen them. [REDACTED] also stated that Mr. Williamson had not made it well known that he was leaving because [REDACTED] was looking for him later that day. [REDACTED] also stated that there were several Fridays where Mr. Williamson and [REDACTED] would go to lunch and not come back for essentially the rest of the day except for maybe 20 minutes. [REDACTED] also stated that she could refer to her chat history on Defense Connect Online (DCO) for specific dates and times because she remembered "venting" to her friends about her frustrations. [REDACTED] also stated that there was at least one instance where [REDACTED] left at 1430, her regular time, and Mr. Williamson left five minutes later and got into the same car. [REDACTED] also stated that there were times when [REDACTED] left via the conference room entrance and Mr. Williamson left by the office front door, adding that one time she then saw the two get into the same car. [REDACTED] also stated that there were other times when others had seen the two depart separately but take the same car. (Interview 9)

(27) [REDACTED] stated that he did not know about actual time and attendance but it did appear that Mr. Williamson and [REDACTED] had "slipped out" on a few occasions. [REDACTED] provided an example of where ordinarily Mr. Williamson would turn off his lights and close his door at the end of the day, there was one time where he had left the light on and door open at quitting time and no one had seen him leave. [REDACTED] also stated that he had observed Mr. Williamson leave by one door and [REDACTED] to leave by another door, only to be told by other employees later that the two had gotten into the same car. (Interview 11)

(28) [REDACTED] stated that he had been "clueless" about any relationship Mr. Williamson and [REDACTED] might have had

until 15 May but more probably 22 May 2014 when they took leave at the same time. (**Investigators note:** Neither Mr. Williamson nor ██████ recorded leave on either of those days.) ██████ also stated that it seemed to be more than coincidence that it would become known that ██████ would be out of the office and shortly thereafter, that Mr. Williamson would send an email to let the staff know he would be out too. ██████ also acknowledged that on occasion Mr. Williamson and ██████ left separately, through different entrances to the Contracting Office suite, but that he had later seen them in a car together, headed out. (Interview 7)

(29) ██████ stated that Mr. Williamson does not tell the staff when he will be gone for the day. ██████ also stated that when things are due and people ask whether Mr. Williamson is coming in at all that day, no one knows. (Interview 4)

(30) ██████ stated that there had been several times she had left early but these were on leave status. ██████ also stated that she had had appointments with ██████ about a matter, which she described as personal and not relevant to work. ██████ also stated that she had told coworkers, upon occasion, that it was for a doctor's appointment vice a ██████ appointment because she did not want to discuss her personal ██████ matters. ██████ also stated that she had taken several days leave (combination of annual leave and time-off award leave) this spring for personal issues as well as sick leave to stay home with her child, who had a fever. (Interview 2)

(31) ██████ stated that he had no suspicions of fraudulent leave beyond the more-than-coincidental leave misgiving. ██████ also stated that Mr. Williamson and ██████ had not directly told the staff that they were sick, only that they would be out, adding that there was no pretending to do one thing and then really do another. (Interview 7)

(32) ██████ stated that on Tuesday 01 July, ██████ had told people that she had to go on leave to take care of sick child that day but ██████ had told her (█████) that she (█████) had picked up the child from daycare at the regular time that day. ██████ stated that ██████ supposedly worked 9 hours on Sunday 22 June. (**Investigator's note:** There was no claim of overtime or any hours on ██████ timecard for 22 June.) (Interview 4)

(33) [REDACTED] stated that on Sunday 06 July, while signing in at the NAVOCEANO quarterdeck for overtime, she noted that Mr. Williamson and [REDACTED] had arrived at the same time earlier that day and that Mr. Williamson had departed at 0830. [REDACTED] also stated that [REDACTED] left the office at 1030 without saying good-bye, as one normally would and was her previous habit. [REDACTED] also stated that at 1630, following her own departure, [REDACTED] called, looking for [REDACTED]. [REDACTED] also stated that the [REDACTED] Sunday family diner was typically at 1700. (Interview 4)

Seen in Town and Office Scuttlebutt

(34) By all Contracting Office staff witness accounts, there is "something going on" between Mr. Williamson and [REDACTED] and it is harming the morale and efficiency of the workplace. (Interview 4, 5, 7, 8, 9, 11)

(35) [REDACTED] stated that he had seen Mr. Williamson and [REDACTED] together at Applebee's restaurant in Picayune, MS on a weekday evening at approximately 1900 in the late June to early July 2014 timeframe. [REDACTED] also stated that they appeared to be a couple and, as [REDACTED] was dressed very casually, it did not appear to be a working function however they were not holding hands when he saw them. [REDACTED] also stated that he did not see whether they had come in for drinks, dinner, or both. (Interview 6)

(36) [REDACTED] stated that she had gone on temporary duty to Eglin Air Force Base, taking a contracts pricing course, from 11 to 23 May 2014 and that [REDACTED] had visited her there on 16 and 17 May. [REDACTED] also stated that [REDACTED] had remarked to her then that Mr. Williamson was in the area and asked if she ([REDACTED]) wanted to go to Mr. Williamson's house. [REDACTED] also stated she ([REDACTED]) had gone home on Saturday 17 May and that she ([REDACTED]) did not go visit Mr. Williamsons but she did not know whether [REDACTED] had visited Mr. Williamson while she ([REDACTED]) was away. (Interview 4)

(37) [REDACTED] stated that that she had gone on temporary duty to Eglin Air Force Base, taking a contracts source selection process course, from 01 to 13 June 2014. When asked whether Mr. Williamson had given [REDACTED] preferential treatment, resulting from a personal relationship, [REDACTED] stated: "He doesn't go on long lunches with the rest of us or take us out for drinks." [REDACTED] also stated that [REDACTED] had told (her [REDACTED]) that she had been told by [REDACTED]

that on the evening of 08 June, [REDACTED] had seen Mr. Williamson and [REDACTED] together at Applebee's. [REDACTED] also stated that [REDACTED] had told her that [REDACTED] had supposedly gone to Wal-Mart to run errands but that she had gone to Applebee's and did not return home until 2300. (Interview 4) (**Investigator's note:** Certainly [REDACTED]'s hearsay remarks do not corroborate [REDACTED]'s sighting at Applebee's but it does highlight that rumors travel fast at NAVOCEANO.)

(38) [REDACTED] stated: "I think they're dating," citing they were together all the time and that he does not treat anyone nice but [REDACTED] [REDACTED] also stated that she did not realize that there might be something going on until late May/early June 2014 when [REDACTED], [REDACTED] (Public Affairs Office), told her ([REDACTED]) that she had heard rumors from [REDACTED] (NAVOCEANO but not in Public Affairs). (Interview 9)

(39) [REDACTED] stated that while [REDACTED] had told her that they (Williamson and [REDACTED] were just friends, the breakfasts and lunches they ate together nearly every day and the sneaking around seemed to indicate that there was more than simple friendship. [REDACTED] also stated that, if she had to guess, she would say that it is a 50/50 chance that they are in a dating relationship. [REDACTED] also stated that she had known [REDACTED] for 12 years and that they were friends outside the office, mentioning that their children played together but that [REDACTED] actions this summer were completely out of character with the woman she had known before. [REDACTED] also stated that people have told [REDACTED] that there are rumors but [REDACTED] had said she ([REDACTED]) does not care. (Interview 4)

(40) [REDACTED] stated that it seems to be the case that the two had some kind of relationship, adding that because "all of the sudden," they started breakfasts and lunches together and Mr. Williamson would be in [REDACTED]'s office for long periods of time behind closed doors. [REDACTED] also stated that he did not know what they were talking about. [REDACTED] also stated that the change in habits started in mid/late May 14. (Interview 11)

(41) [REDACTED] stated that he did not know what Mr. Williamson and [REDACTED] did on their off hours but, from a professional aspect, they spend too much time together. When asked whether Mr. Williamson and [REDACTED]'s personal relationship had negatively impacted the office routine, [REDACTED]

█████ stated: "Yes," adding that the whole thing was "bothersome." █████ also stated that first they would be behind doors, presumably discussing work, but then as soon as that was done, Mr. Williamson and █████ would head off to lunch. █████ stated that, following his mid-May realization that something might be going on, he reconstructed that there may have been a relationship between Mr. Williamson and █████ as early as January or February 2014. █████ also stated that at that time there had been an altercation at Wal-Mart between Mr. Williamson and █████, who supposedly was on sick leave. █████ also stated that, although she was not part of the altercation, it was curious that it had been █████, who also reported to have seen █████ go into Wal-Mart. (Interview 7)

(42) When asked whether Mr. Williamson and █████ were engaged in dating relationship, █████ stated: "I can't say 'dating' but," she believed that something was going on although she was not sure what that was. █████ also stated that things like the frequent closed-doors office meetings (vice in the conference room) and sneaking out to lunch, lend to the perception that there was something not right. █████ also stated that coworkers had speculated that Mr. Williamson and █████ were discussing personnel cases or human resources issues and hiring but there are several times a day when Mr. Williamson and █████ are together in one of their offices with the door closed. █████ also stated that coworkers have only talked amongst themselves about the situation but added: "We're at a loss as to what to do," and also added, "I don't care if they're doing something but leave it out of the office." (Interview 5)

(43) █████ stated that he and the staff had lost respect for █████, a married woman, and Mr. Williamson, adding: "It just doesn't look good." (Interview 11)

(44) █████ provided the following comments, concerning behavior at the NAVOCEANO change of command on 20 June 2014: █████ stated that typically she and █████ would have traveled together but █████ elected to go with Mr. Williamson. █████ also stated that when she arrived at the change of command, Mr. Williamson and █████ were already seated together. █████ also stated that, while she joined them in the seats, three-in-a-row, Mr. Williamson and █████ were situated toward each other. █████ also stated that she thought it unusual that █████ would lean toward Mr. Williamson, her boss, in the narrow seats rather than toward

her, her longtime friend. [REDACTED] also stated that the during the second ceremony, CAPT Oosterling's retirement, was getting underway, Mr. Williamson wrote, "lunch?" on the program and they leaned in toward each other, behind the paper. [REDACTED] also stated that abruptly Mr. Williamson and [REDACTED] got up and left while CDR Ireton, the emcee, was talking to the audience. [REDACTED] also stated that everyone watched them go and listened to her high heels click across the floor. [REDACTED] also stated that she was embarrassed by the scene, remarking: "And that's when I 'got' it." (Interview 4)

Retaliation / "Bullying" Employees

(45) [REDACTED] stated that on 29 Jun, she telephoned [REDACTED] to discuss, with her friend, that the appearance of something going on with Mr. Williamson was unacceptable. [REDACTED] also stated that, during the conversation, [REDACTED] had said that they were just friends but did ask whether [REDACTED] thought she should tell Mr. Williamson about the appearances. [REDACTED] also stated that on Monday 30 Jun, she assumed [REDACTED] had told Mr. Williamson about their previous discussion because he acted aggressively that day. [REDACTED] also stated that Mr. Williamson sent [REDACTED] an unnecessarily terse email about the timeliness of her ([REDACTED]) contracts. [REDACTED] also stated that this was unfortunate because [REDACTED] had spent part of her time on the previous Thursday and Friday backing him up and filling the supervisor gap, caused by Mr. Williamson's and [REDACTED]'s absence. (Interview 4, 8; Document 24)

(Investigator's note: [REDACTED] provided a copy of Mr. Williamson's email to [REDACTED], following the interview. It was terse but not nasty. [REDACTED] made no mention of it during her interview).

(46) [REDACTED] stated that it seems that Mr. Williamson is looking for things that people are doing wrong, citing his questions to her about whether she enjoyed a wedding yesterday when she had taken sick leave that day. [REDACTED] also stated that she had been sick on Wednesday 16 July 2014 and stayed home, adding that she had posted a comment on Facebook that day about a wedding from months ago. (Interview 9)

(47) [REDACTED] stated that Mr. Williamson sent a weird email on 02 July, entitled: "My Whereabouts." [REDACTED] also stated that recently, Mr. Williamson made it a point to ensure that no one had access to his timecard as formerly, a timekeeper had entered T&A data for the whole office. (Interview 4)

(48) Three of six non-supervisor contracting office interviewees brought up (without being asked about it specifically) the "My Whereabouts" email of 01 July, which read simply: "I have a doctor's appt today and will be out. If anyone wishes more info, then please see me." and expressed their annoyance in having received it. (Interview 4, 5, 9; Document 25)

(49) When asked whether the work environment changed, [REDACTED] stated: "Elliott's been Elliott," and adding that he thought Mr. Williamson was "an ass-hole." [REDACTED] also stated that Mr. Williamson had seemed to have been a "happy guy" from mid-May 2014 up until a couple of weeks ago and then he was back to his old self. [REDACTED] also stated that Mr. Williamson had written an email to him, which he found to be personally nasty over a trivial professional matter of his ([REDACTED]) having left documents on the printer. [REDACTED] also stated that he has certainly made mistakes but he had not realized that he had accidentally printed two copies of a document because of the long buffering time and did not pick up the second set. [REDACTED] also stated that he had printed the document on Thursday but left it there over night and had been out on Friday. [REDACTED] also stated that Mr. Williamson's email derogatorily compared him ([REDACTED]) to a former employee and added that he had replied civilly. (Interview 7)

(50) [REDACTED] stated that while he had not been treated badly, he knew of other cases, in the past, where now former contracting office employees had had "complications" with Mr. Williamson. [REDACTED] also stated that [REDACTED] had had a falling out with Mr. Williamson and he never came back and that [REDACTED] had actually quit during the NAVSUP PPMAP visit October 2013. [REDACTED] also said that on the whole, Mr. Williamson had been relatively nice to the contracting office staff. [REDACTED] also stated that morale is down now and that respect for Mr. Williamson and [REDACTED] has been lost, given the closed doors issues and such. [REDACTED] also stated that Mr. Williamson had been a bit of a jerk recently and that had annoyed some of the staff but he was not too worried about that sort of thing. (Interview 11)

(51) [REDACTED] stated that Mr. Williamson had not "picked on" anyone but did acknowledge that he was not particularly personable. [REDACTED] also stated that she knew Mr. Williamson had some kind of small issue with [REDACTED] and [REDACTED] but nothing really stood out, adding that no one had complained to her. (Interview 2)

(52) Mr. Williamson stated that he had not "picked on" the staff. (Interview 3)

Office Morale

(53) [REDACTED] stated that it was not so much the lunch routine as the whole negative effect but that something has changed. [REDACTED] also stated that there had been little tension before she went on leave in Virginia from 18 June through Monday 01 July 2014. [REDACTED] also stated that when she returned from leave, there were rumors in the office and that created a lot of tension. [REDACTED] stated that [REDACTED] stopped having daily lunch with the regular staff about three or four months ago. [REDACTED] also stated that upon occasion Mr. Williamson would have lunch in the conference room with the group. [REDACTED] also stated that the group, without [REDACTED], still has lunch in the conference room. (Interview 8)

(54) [REDACTED] stated that she would now characterize the office as "ridiculously low morale" and as a "hostile work environment," citing Mr. Williamson's change in demeanor. [REDACTED] stated that, since she returned in mid-June, he has been angry and abrupt with the contracting office staff - except [REDACTED] - and described his actions as: "throwing fits," "childish," and figuratively "jumping on" people. [REDACTED] also stated that Mr. Williamson does not smile unless he is with [REDACTED], adding that he is sarcastic, abrupt, and all business with everyone else. [REDACTED] also stated that she had been away from the office between the middle of May and middle of June to attend a school. [REDACTED] also stated that before she had gone, things were great and "Mr. Williamson was great." [REDACTED] also stated that Mr. Williamson ensured the staff was trained and things like performance plans and progress reviews were in order and that he blocked extra work from outside the office. [REDACTED] also stated that people would mention to her that they imagined it would be tough working for Mr. Williamson but she had told them that while she knew he was abrupt and sarcastic outside the office, it was not the case inside the office. [REDACTED] also stated that although the office was understaffed, they all worked hard, together, and that morale had been good. [REDACTED] also stated that Mr. Williamson's unnecessary comments at the farewell luncheon, such as, "When you report me for drinking a Margarita, make sure you get the facts straight. I'm on leave," only made an already uncomfortable situation worse. (Interview 4)

(55) [REDACTED] also stated that when she returned from her school, the whole atmosphere had changed, citing that employees now keep their doors closed where they previously were always open before as an example. [REDACTED] also stated that [REDACTED] no longer eats lunch in the contracting office conference room like she used to with the other contracting office employees. [REDACTED] also stated that, while she realized [REDACTED] had taken a supervisor position in October 2013 and some things were different now, it was not until summer 2014 that she changed her dining routine. [REDACTED] also stated that no one had warned her that things had changed since she had left for the school but she noticed that the whole contracting office situation was out of character when she returned. [REDACTED] also stated that she often used to go to lunch on payday Fridays with [REDACTED] and [REDACTED] to Olive Garden or such places. On Friday 20 June 2014 (the day of the NAVOCEANO change of command) she first noticed that things were different when [REDACTED] turned her down for the traditional luncheon plans. (Interview 4)

(56) Mr. Williamson stated, referring to the margarita comment incident that he had not tried to be smart-alecky but had suspected that someone would have reported him for drinking if he had not said something. Mr. Williamson also stated that he was worried about saying, "Good morning," the wrong way. (Interview 3)

(57) When asked to characterize the work environment in the contracting office, [REDACTED] stated that most people have kept their doors closed since last April/May 2014 time frame. [REDACTED] also stated that her workstation is [REDACTED] from Mr. Williamson and [REDACTED] offices. [REDACTED] also stated that she has kept her door closed so not to have to listen to the constant "foot traffic" back and forth and running conversation between the two offices. [REDACTED] also stated that, especially since the week of 30 June 2014, the recent poor office environment has gotten worse, describing Mr. Williamson as "snippy." [REDACTED] also stated that that same week Mr. Williamson had sent a "pretty snippy" email about discontinuing 59-minute time-off and an email concerning his "whereabouts." [REDACTED] also stated that she had never really been friendly with Mr. Williamson but recently he had upset her over a trivial matter. [REDACTED] continued that while Mr. Williamson he was out of the office, she received a call for him and recorded a short note on a yellow-sticky, which she stuck on his computer monitor in his office. [REDACTED] continued that when Mr. Williamson returned he was very upset and told her never to put yellow-stickies on his monitor and to send him an email for such

things. [REDACTED] also stated that she believed he was already upset with her and used the incident as an excuse to lash out. [REDACTED] also stated that she told her husband about it that night and remarked that she would never take another telephone message, yellow-sticky or email, for Mr. Williamson again. (Interview 5)

(58) [REDACTED] stated that it was her opinion that all should be interviewed because the situation impacts everyone and the "whole office is in confusion." When asked whether there have been instances where Mr. Williamson or [REDACTED] have not been readily available to perform their duties in the contracting office, [REDACTED] stated that work seems to be getting done. [REDACTED] also stated that overall there was little impact on work accomplishment however, she added that morale was very low. (Interview 5)

(59) [REDACTED] stated that Mr. Williamson has gotten immature in his excessive explaining whereabouts and such, citing that at a farewell luncheon at Coretta's on 22 July 2014, Mr. Williamson "felt the need to tell us that he was having a margarita but that it was okay because he was not going back to work." [REDACTED] also stated that previously, while never friends as such, she had had casual conversations with Mr. Williamson about dogs or what they had seen on television but no longer. [REDACTED] also stated that now he does not even reply good morning. [REDACTED] also stated: "The staff is always talking about it." [REDACTED] also stated that she did not feel threatened in the office so much as generally apprehensive. [REDACTED] also stated that prior to May 2014 the work environment was really good and although the workload was high, it was well-managed, adding that Mr. Williamson helped her get her job. (Interview 9)

(60) [REDACTED] stated that [REDACTED] has been incredibly professional about the matter, that the whole problem may have been due to her own bad decision notwithstanding. [REDACTED] also stated that [REDACTED] addressed the issue with her subordinates at a SAP Division meeting three weeks ago. [REDACTED] also stated that she was effective and while she did not mention "the elephant in the room," she let her team know that she realized there were some problems and she was available to work them out with them. [REDACTED] also stated that he had seen fraternization on a ship before so he had dealt with it in the past 25 years but never had he experienced so much tension in the air over whatever is going on between Mr. Williamson and [REDACTED] since mid-May 2014. [REDACTED] also stated that the

tension worsened about two weeks ago when Mr. Williamson sent an email about 59 minutes. (Interview 7)

(61) Three of six non-supervisor contracting office interviewees brought up (without being asked about it specifically) the "59 Minute" email of 02 July, which read simply: "Just in case someone inquires about 59 minutes from now on, please be advised that it will be denied," and expressed their annoyance in having received it. (Interview 4, 5, 9; Document 26)

(62) When asked who she would recommend the investigator interview, [REDACTED] stated that she did not know anyone, who would be able to provide direct evidence about the things discussed. [REDACTED] also stated that perhaps [REDACTED] and [REDACTED], who have offices near Mr. Williamson and [REDACTED] could be helpful and added: "I'm at the far end of the [contracting offices suite]. *Thank God.*" (Interview 8)

b. Analysis and Conclusion

(1) Paragraphs 4a(4) through 4a(16) establish that Mr. Williamson and [REDACTED] did have a nearly-daily routine of dining together for breakfast and lunch and that it appeared to be socially oriented during the period May 2014 through 23 July 2014. It is common for a department head to have morning meetings with his divisional supervisors (perhaps even over a short breakfast) and for supervisors to socialize with each other vice with subordinates at lunch. Indeed, layers in the chain of command often prefer the company of their peers to subordinates or superiors. However, given the length of time spent at lunch, routinely over an hour and sometimes over two, both on board NAVOCEANO as well as off-site, subordinate employees would conclude that a significant portion of their discussion was not work-related.

(2) Paragraphs 4a(4) through 4a(7) and 4a(17) through 4a(24) establish that the combination of extended lunches and frequent, lengthy meetings behind closed doors reduced Mr. Williamson and [REDACTED]'s availability to customers and subordinates' access to their supervisors during the period May 2014 through 23 July 2014. Nearly all contracting office staff employees interviewed reported the narrow windows of opportunity between breakfast, shortly followed by a closed-door session, and extended lunch, followed by other closed-door sessions to be a problem.

(3) Paragraphs 4a(4) through 4a(7) and 4a(25) through 4a(33) establish that Mr. Williamson and [REDACTED]'s actions appeared to subordinates to be a matter of "sneaking around" or "slipping out" (witnesses' words) during the period May 2014 through 23 July 2014. Although individual instances may be overblown, actions, which present a pattern of deception include: misleading coworkers on picking up a sick child from daycare; leaving the office by separate entrances and five minutes apart, only to be seen driving away together; announcing coincident leave five minutes apart; and claiming to be at work on overtime but not at the office. Surely, Mr. Williamson and [REDACTED] have separate, personal lives and anyone's actions, put under close scrutiny, might yield many unfounded suspicions. Indeed, [REDACTED] admitted that she had misled coworkers about sick leave when she was actually taking care of personal [REDACTED] business; she probably was and her timecard properly reflected annual leave for that afternoon. However, taken as a whole and that so many instances involved both Mr. Williamson and [REDACTED], subordinate employees would conclude that their actions were a subterfuge for non-work-related activities together.

(4) Paragraphs 4a(4) through 4a(7) and 4a(34) through 4a(44) establish that Mr. Williamson and [REDACTED]'s actions contributed to office scuttlebutt during the period May 2014 through 23 July 2014. Although they are not sure what it is, all Contracting Office staff interviewed (including the employees recommended by [REDACTED]), reported there is "something going on" between the two. While undoubtedly not purposefully, Mr. Williamson and [REDACTED] have set themselves up as targets for gossip. Leaving together in the middle of CAPT Oosterling's retirement ceremony, while the entire command looked on, and dining at the Picayune Applebee's only draw the wrong kind of attention. Certainly, meeting at Applebee's during personal time is not a wrongdoing. But regardless of what they were doing there, in a small town Mr. Williamson and [REDACTED] should have known that they could be seen and that word would get back to NAVOCEANO. [REDACTED]'s comment that "It just doesn't look right," sums it up. It may be wrong that people draw unjust conclusions but adults know that people do exactly that and supervisors act accordingly to preclude idle gossip, thus ensuring apparent integrity remains intact.

(5) Paragraphs 4a(4) through 4a(7) and 4a(45) through 4a(52) establish that Mr. Williamson's actions and remarks during the period 30 June through 23 July 2014 exacerbated an already-awkward situation. While the bullying incidents reported seem petty (**Investigator's note:** This is why they are

not a separate allegation of wrongdoing.), they were noted by employees as a seemingly retaliatory response to the staff's questioning Mr. Williamson's actions. As such, they unnecessarily contributed to office tension.

(6) Paragraphs 4a(4) through 4a(7) and 4a(53) through 4a(62) establish that Mr. Williamson and [REDACTED]'s actions during the period May 2014 through 23 July 2014 negatively affected the contracting office's morale. Where previously, by all accounts, the contracting office climate was busy but good, after mid-May 2014, the climate had become very poor. Indeed, the subject of "something going on between Elliott and [REDACTED]" has been the overwhelming contracting office employees' concern and it necessarily has negatively impacted workplace efficiency.

(7) There is insufficient information to determine, for certain, the true nature of Mr. Williamson and [REDACTED]'s personal relationship. (*Investigator's note:* Further inquiry is beyond my investigative authority and frankly, not the Government's business. The gentleman's and lady's word that the two were just friends should be accepted at face value.) However, a reasonable person with knowledge of the circumstances would conclude, given the long, nearly-daily breakfast and lunch breaks, being seen together (without Mr. [REDACTED]) at a restaurant in the evening, the two frequently together behind a closed office door, explanations of leave not squaring with other facts, and departures from the office, which seem "sneaky" at worst and oddly coincidental at best, that Mr. Williamson and [REDACTED]'s actions have created the appearance that their personal relationship is more than just friendship and could be (albeit perhaps unfairly and incorrectly) described as "dating" by NAVOCEANO employees.

(8) There are no Government rules, specifically prohibiting romantic, dating, overly-friendly, or even "disturbing" personal relationships. There is however social convention and while personal relationships are not wrongdoings per se, how an apparent relationship is presented in the workplace does have a bearing on the workplace itself. It was Mr. Williamson's responsibility, as a relatively senior supervisor to ensure his actions and personal conduct did not call his or his subordinate's integrity into question. Likewise, it was [REDACTED]'s responsibility, as a supervisor, to ensure her actions and personal conduct did not call her integrity into question.

(9) The preponderance of the evidence determined:

(a) The allegation that Mr. Williamson did not avoid actions, which created the appearance that he had an inappropriate personal relationship with [REDACTED], his subordinate, and that this apparent personal relationship degraded the morale and efficiency of the NAVOCEANO Contracting Office during the period May 2014 through 23 July 2014, in violation of 5 CFR § 2635.101, 5 USC § 2301, and DoN CHRM Subchapter 752 **is substantiated**.

(b) The allegation that [REDACTED] did not avoid actions, which created the appearance that she had an inappropriate personal relationship with Mr. Williamson, her supervisor, and that this apparent personal relationship degraded the morale and efficiency of the NAVOCEANO Contracting Office during the period May 2014 through 23 July 2014, in violation of 5 CFR § 2635.101, 5 USC § 2301, and DoN CHRM Subchapter 752 [REDACTED].

c. Recommendations. None

5. **SECOND ALLEGATION.** That Mr. Williamson and [REDACTED] misused their official time during their frequent breakfasts and long lunches together during the period May 2014 through 25 June 2014.

a. Facts

Standard

(1) 5 CFR § 2635 Subpart A, General provisions, defines that the appearance of violations of a law or regulation is a violation. 5 CFR § 2635.101, Basic obligation of public service, states in part,

(b) General principles. The following general principles apply to every employee and may form the basis for the standards contained in this part. Where a situation is not covered by the standards set forth in this part, employees shall apply the principles set forth in this section in determining whether their conduct is proper.

(14) Employees shall endeavor to avoid any actions creating the appearance that

they are violating the law or the ethical standards set forth in this part. Whether particular circumstances create an appearance that the law or these standards have been violated shall be determined from the perspective of a reasonable person with knowledge of the relevant facts.

(2) 5 CFR § 2635 Subpart G, Misuse of Position, provides the statute concerning civilian federal Government employees' minimum performance. 5 CFR § 2635.705, Use of official time, states in part,

(a) Use of an employee's own time. Unless authorized in accordance with law or regulations to use such time for other purposes, an employee shall use official time in an honest effort to perform official duties. An employee not under a leave system, including a Presidential appointee exempted under 5 U.S.C. 6301(2), has an obligation to expend an honest effort and a reasonable proportion of his time in the performance of official duties.

General

(3) Paragraph 4a(4) through 4a(16), First Allegation, provides facts surrounding Mr. Williamson and [REDACTED]'s breakfasts and lunches together during the period mid-May through 25 June 2014.

b. Analysis and Conclusion

(1) Paragraphs 4a(4) through 4a(16) establish that Mr. Williamson and [REDACTED]'s breakfast routine did not exceed the threshold of a normal, daily, combined break and morning departmental leadership meeting. While daily (or nearly so), the meetings typically lasted in the 30 minute range. It is common for a department head to have a morning meeting with his divisional supervisors. His being dual-hatted as one of the divisional supervisors does not discount the value of comparing notes (out of subordinates' earshot), prioritizing tasks, and mentorship afforded by such meetings. While assuredly not every moment was constructive, that too is typical and, the door-closed issue aside, witnesses made no mention of other extended breaks (e.g., smoking) in the morning.

(2) Paragraphs 4a(16) through 4a(16) establish that Mr. Williamson and ██████'s lunch routine did exceed the threshold of a normal, daily, combined lunch break and midday departmental leadership meeting. All witnesses reported that the four-or-more times a week lunch breaks typically lasted longer than even the de facto standard 45 minute lunch and that on some Fridays during the mid-May through 25 June 2014 period, lunch lasted over two hours. Although Mr. Williamson and ██████ may have considered the off-site, working lunch, in which they took leave, as an isolated instance, this does not appear to be the case. And although the 1045-1100 until 1300-1330 out-to-lunch window, described in paragraph 4a(8), may be a bit of an exaggeration, it is also probably based on the reality seen by employees. A conservative interpretation of 1100 until 1300 is still excessive. It is implausible that all of this time (less 30 minutes for authorized lunch break) was spent poring through contracts even though part of it very probably was.

(3) The preponderance of the evidence determined:

(a) The allegation that Mr. Williamson and ██████'s nearly-daily breakfasts together during the period mid-May through 25 June 2014, typically lasting 30 minutes, were mostly a social activity vice a part of their official duties or a short break between duties, in violation of 5 CFR § 2635.101 and 5 CFR § 2635.705 is not substantiated.

(b) The allegation that Mr. Williamson and ██████'s nearly-daily lunches together during the period mid-May through 25 June 2014, typically lasting 30 minutes or more beyond the standard 30-minute lunch break (and sometimes 90 minutes more), were mostly a social activity vice a part of their official duties, in violation of 5 CFR § 2635.101 and 5 CFR § 2635.705 is substantiated.

c. Recommendations. None

6. **THIRD ALLEGATION.**² That ██████ falsely or improperly claimed to be at work on her SLDCADA timecards when she was actually off-site and absent from work during the period May 2014 through 23 July 2014.

² Interviews included many generalizations about ██████'s T&A. Several supposed irregularities were resolved in the PI process; these are not listed individually. The facts, analysis, and conclusions below are for those specific dates, which I determined that a T&A wrongdoing may have been committed.

a. Facts

Standard

(1) DoN Civilian Human Resources Manual (CHRM), Subchapter 752, Disciplinary Actions, discusses DoN civilian employees' responsibilities. DoN CHRM Subchapter 752, paragraph 7.f. states in part,

f. Employees who fail to comply with (1) through (4) below may be subject to discipline under this subchapter. They are responsible for:

(3) Following on-the-job work rules, including reporting for work on time and in a condition that will permit safe and reliable performance of assigned duties.

(2) NAVOCEANOINST 7420.1A provides policies and procedures for the accurate and timely recording of NAVOCEANO civilian government employees T&A. Paragraph 7 of NAVOCEANOINST 7420.1A identifies responsibilities of T&A roles; paragraph 7a states,

a. Employees shall:

(1) Report to work promptly.

(2) Notify the supervisor of his/her absence from work within two hours of the shift's start time.

(3) Request use of accrued leave in accordance with reference (c). Failure to request leave may result in the employee being charged Absent Without Leave.

(4) Accurately account for T&A on the hardcopy timesheet and turn it in when requested by the Timekeeper.

General

(3) [REDACTED]'s T&A balances as of 16 July 2014: Annual Leave 229.0 hours; Use or Lose 71.0 hours; Time Off Award 2.0 hours. (Document 5)

(4) The Requester Remarks for [REDACTED]'s leave request for 2.0 hours annual leave (THC "LA") on 03 July 2014 reads: "Dr apt - Use or Lose Annual," indicating that [REDACTED] was actively using up Annual Leave-Use or Lose hours before the end of the year. (Document 20)

Thursday 26 June and Friday 27 June 2014

(5) Four staff members reported that [REDACTED] was not on board and at work on 26 June and 27 June 2014 as she was on a personal trip to [REDACTED] North Carolina. [REDACTED] confirmed the timeframe of her trip. (Interview 2, 4, 8, 9, 11; Document 32)

(6) [REDACTED]'s Timecard for the pay period ending 28 June 2014 indicates:

- that 8.0 hours were charged to Job Order Number (JON) "4CNTU" and Type Hour Code (THC) "RG" for 26 June
 - that 8.0 hours were charged to JON "4CNTU" and THC "RG" for 27 June
 - that the Employee Verify Time (EVT) check-box was not marked for the workweek
 - that Mr. Williamson certified the timecard on 25 June
- (Document 5)

(7) SLDCADA T&A Audit Report documents that [REDACTED] made all entries for her timecard for the week ending 28 June 2014 at 0713³ on 24 June. (Document 16)

(8) SLDCADA Leave Authorization Reports document that [REDACTED] submitted 8.0 hours Annual Leave (THC "LA") for 26 June 2014 at 0713 on 24 June, which was approved by Mr. Williamson at 0847 the same day. The My Leave Request "Active Indicator" box, indicating that the active leave request (26 June) is linked to the time sheet. There is no record of a leave request for 27 June. (Document 6, 20)

(9) [REDACTED] did use her electronic key card to access doors in building 1002⁴ at 0603 and 0604 on 26 June 2014. (Document 18)

³ SLDCADA reports (vice timecards) records entries made in Greenwich Mean Time. These have been converted to Central Time (CT) throughout this report.

(10) [REDACTED] did not use her electronic key card to access any doors in building 1002 all day on 27 June 2014. (Document 18)

(11) In her email of 06 August 2014 to the investigator, [REDACTED] asserted that the "Generate Hours" feature in SLDCADA had failed to carry her leave request for 26 June over to her timecard. In this email she also wrote: "On 27 Jun, I was on approved leave in North Carolina [REDACTED]"

[REDACTED] I received verbal approval from my supervisor on 25 Jun, but given the [REDACTED] circumstances, I failed to follow up with the leave slip in SLDCADA upon my return." (Document 32)

(12) As of 16 July, a Prior-Pay Correction had not been entered for 26 or 27 June 2014. (Document 5)

Wednesday 02 July 2014

(13) Two staff members reported that [REDACTED] was not on board and at work on 02 July 2014. Mr. Williamson's email of 02 July confirmed that she was sick that day. (Interview 9, 11; Document 31, 34)

(14) [REDACTED]'s Timecard for the pay period ending 12 July 2014 indicates:

- that 8.0 hours were charged to JON "4CNTU" and THC "RG" for 02 July
- that the EVT check-box was marked for the workweek, indicating that [REDACTED] personally verified her entries on 10 July
- that Mr. Williamson certified the timecard on 10 July

(Document 5)

(15) SLDCADA T&A Audit Report documents that [REDACTED] made all entries for her timecard for the week ending 05 July 2014 at on 06 July. (Document 16)

⁴ NAVOCEANO Physical Security Access to building records (a.k.a. "Door Report") document the instances when (and where) an employee's electronic key card was used. It is useful to help prove that an individual was at a specific location at a specific time. However, because employees often access doors with other employees (on the other employee's "click"), it is not definitive proof that an employee was not at a specific location at a specific time. Door Report times are in CT.

(16) SLDCADA Leave Authorization Reports document that [REDACTED] submitted 8.0 hours Sick Leave (THC "LS") for 02 July 2014 at 1054 on 03 July 2014, which was approved by Mr. Williamson on 07 July. The My Leave Request "Active Indicator" box, indicating that the active leave request is linked to the time sheet. (Document 6, 20)

(17) [REDACTED] did not use her electronic key card to access any doors in building 1002 all day on 02 July 2014. (Document 18)

(18) In her email of 06 August 2014 to the investigator, [REDACTED] asserted that the "Generate Hours" feature in SLDCADA had failed to carry her leave request for 02 July over to her timecard. (Document 32)

(19) As of 16 July, a Prior-Pay Correction had not been entered for 02 July 2014. (Document 5)

Thursday 03 July 2014

(20) Three staff members reported that [REDACTED] was not on board for a full workday on 03 July 2014 as she had left at approximately 1200 for medical appointment. (Interview 5, 9, 11)

(21) In her email dtd 1149 03 July 2014 [REDACTED] wrote: "Team, I will be leaving shortly for a doctor appointment. Please see [REDACTED] or call me with any urgent issues. Happy 4th and hope everyone has a great weekend. Thanks, [REDACTED]." (Document 28)

(22) [REDACTED]'s Timecard for the pay period ending 12 July 2014 indicates:

- that 8.0 hours were charged to JON "4CNTU" and THC "RG" for 03 July
 - that the EVT check-box was marked for the workweek, indicating that [REDACTED] personally verified her entries on 10 July
 - that Mr. Williamson certified the timecard on 10 July
- (Document 5)

(23) SLDCADA Leave Authorization Reports document that [REDACTED] submitted 2.0 hours Annual Leave (THC "LA") for 03 July 2014 at 1055 on 03 July, which was approved by Mr.

Williamson on 07 July. The My Leave Request "Active Indicator" box, indicating that the active leave request is linked to the time sheet. (Document 6, 20)

(24) [REDACTED] used her electronic key card to access doors in building 1002 at 0606, 0607, 0825, 0828, 0845, and 1144 on 03 July 2014. (Document 18)

(25) In her email of 06 August 2014 to the investigator, [REDACTED] asserted that the "Generate Hours" feature in SLDCADA had failed to carry her leave request for 02 July over to her timecard. (Document 32)

(26) As of 16 July, a Prior-Pay Correction had not been entered for 03 July 2014. (Document 5)

Thursday 19 June 2014

(27) Two staff members reported that [REDACTED] was not on board and at work on 19 Jun 2014. Their Defense Connect Online (DCO) chats corroborate that [REDACTED] was not on board for at least part of the day but do not identify times or confirm that it was the whole day. (Interview 9, 11; Document 21, 22)

(28) [REDACTED]'s Timecard for the pay period ending 28 Jun 2014 indicates:

- that 8.0 hours were charged to JON "4CNTU" and THC "RG" for 19 June
 - that the EVT check-box was not marked for the workweek
 - that Mr. Williamson certified the timecard on 25 June
- (Document 5)

(29) SLDCADA T&A Audit Report documents that [REDACTED] made all entries for her timecard for the week ending 21 June 2014 at 0713 on 24 June. (Document 16)

(30) [REDACTED] did not use her electronic key card to access any doors in building 1002 all day on 19 June 2014. (Document 18)

(31) There is no record of a leave request for 19 June 2014. (Document 6, 20)

(32) When asked about her whereabouts on 19 June 2014, ██████ stated that she did not remember but would have to check. ██████ provided an email with amplifying information for several dates but it did not address 19 June. (Interview 2; Document 32)

(33) As of 16 July, a Prior-Pay Correction had not been entered for 02 July 2014. (Document 5)

b. Analysis and Conclusion

(1) Given ██████'s sizable Annual Leave-Use or Lose balance, it is difficult to imagine that she would feel the need to purposefully report regular hours, for which she did not work. Essentially, it would be foolish to fraudulently save leave in June, only to forfeit a significant number of leave hours six months later.

(2) Paragraphs 6a(1) through 6a(12) establish that ██████ was not on board for a significant portion of Thursday 26 June 2014 and that her timecard was incorrect. Although paragraph 6a.(9) provides positive evidence that ██████ was on board and at work for the very beginning of the day on 26 June 2014, multiple witness recollections and ██████'s approved 8.0 hour leave request confirm that she was not at work beyond the first few moments of the day. ██████'s claim that the SLDCADA "Generate Hours" feature did not work does make sense but it is invalid as the function only works after the supervisor's leave approval and Mr. Williamson did not approve the leave until later that day. Given the personal emergency circumstances, there is a high likelihood that she accidentally neglected to submit a Prior-Pay Correction.

(3) Paragraphs 6a(1) through 6a(12) establish that ██████ was not on board at all on Friday 27 June 2014 and that her timecard was incorrect even though when she saved her data on Wednesday, she may have intended to be on board that Friday. Given the personal emergency circumstances, there is a high likelihood that she accidentally neglected to submit a Prior-Pay Correction.

(4) Paragraphs 6a(1) through 6a(3) and 6a(13) through 6a(18) establish that ██████ was not on board at all on Wednesday 02 July 2014 and that her timecard was incorrect. ██████'s claim that the SLDCADA "Generate Hours" feature did not work is invalid as the function only works after the

supervisor's leave approval and Mr. Williamson did not approve the leave until the following day.

(5) Paragraphs 6a(1) through 6a(3) and 6a(19) through 6a(25) establish that [REDACTED] was not on board for a full workday on Thursday 03 July 2014 and that her timecard was incorrect. [REDACTED]'s claim that the SLDCADA "Generate Hours" feature did not work is invalid as the function only works after the supervisor's leave approval and Mr. Williamson did not approve the leave until the following day.

(6) Paragraphs 6a(1) through 6a(3) and 6a(26) through 6a(32) do not sufficiently establish [REDACTED]'s absence on 19 June 2014 or that her timecard was incorrect. Although [REDACTED] did not use her "clicker" that day and two witnesses remarked on DCO chat about her absence some time on 19 June, there is no additional corroboration. While it is likely that [REDACTED] was not on board for at least part of the day, whether she was at work at another location or was even in the office moments after the DCO chat comments is impossible to determine.

(7) The preponderance of the evidence determined:

(a) The allegation that [REDACTED] improperly **failed to correct 8.0 hours** previously submitted to JON "4CNTU" and THC "RG" on her timecard for 26 June 2014 even though she was not at work for most of that day, in violation of DoN CHRM Subchapter 752 and NAVOCEANOINST 7420.1A [REDACTED].

(b) The allegation that [REDACTED] improperly **failed to correct 8.0 hours** previously submitted to JON "4CNTU" and THC "RG" on her timecard for 27 June 2014 even though she was not at work at all that day, in violation of DoN CHRM Subchapter 752 and NAVOCEANOINST 7420.1A [REDACTED].

(c) The allegation that [REDACTED] improperly **submitted 8.0 hours** to JON "4CNTU" and THC "RG" on her timecard for 02 July 2014 even though she was not at work at all that day, in violation of DoN CHRM Subchapter 752 and NAVOCEANOINST 7420.1A [REDACTED].

(d) The allegation that [REDACTED] improperly **submitted 8.0 hours** to JON "4CNTU" and THC "RG" on her timecard for 03 July 2014 even though she was at work only from 0600 to 1230 that day, in violation of DoN CHRM Subchapter 752 and NAVOCEANOINST 7420.1A [REDACTED].

(e) The allegation that [REDACTED] improperly submitted 8.0 hours to JON "4CNTU" and THC "RG" on her timecard for 19 June 2014 even though she was not at work for a full day, in violation of DoN CHRM Subchapter 752 and NAVOCEANOINST 7420.1A, [REDACTED].

c. Recommendations

(1) Recommendation Nr 1. [REDACTED]
[REDACTED].

7. **FOURTH ALLEGATION.**⁵ That Mr. Williamson falsely or improperly claimed to be at work on his SLDCADA timecards when he was actually off-site and absent from work.

a. Facts

Standard

(1) Paragraphs 6a(1) and 6a(2) provide the standard for this Allegation.

General

(2) Mr. Williamson's T&A balances as of 16 July 2014: Annual Leave 388.5 hours; Use or Lose 132.5 hours; Time Off Award 0.0 hours. (Document 10)

(3) When asked whether he had "left the workplace early" and claimed that he was at work in the past six months, Mr. Williamson stated that he was on a flexible work schedule and he could see how some may think that he was not in the office when he was supposed to be. Mr. Williamson also stated that there were times when he needed to visit the Human Resources Office or the Government Services Administration offices. (Interview 3)

(4) Mr. Williamson stated that he had been suffering from short-term memory loss and that when reviewing some earlier T&A records, he believed he had incorrectly accounted for overtime on an incorrect day instead of the day, in which it had actually occurred. Mr. Williamson also stated that the error had occurred about three pay periods ago and that he had been working with Ms. Becky Anderson on a prior-pay correction. (Interview 3)

⁵ T&A generalizations caveat, discussed in footnotes for paragraph 6, applies.

(5) SLDCADA Leave Authorization Report documents that Mr. Williamson submitted late entries for several leave periods from 23 Dec 13 through 16 July 2014:

Entry	Hours	THC	Actual Use	Approved	Timecard entry
02 Mar	3.0	LA	28 Feb	03 Mar	correct
01 Apr	3.0	LA	28 Mar	01 Apr	correct
30 Jun	3.0	LA	06 Jun	15 Jul	correct
30 Jun	8.0	LS	12 Jun	15 Jul	correct
30 Jun	8.0	LS	19 Jun	15 Jul	correct
30 Jun	8.0	LS	26 Jun	15 Jul	duplicate
14 Jul	1.5	LS	01 Jul	15 Jul	not used
14 Jul	1.5	LA	01 Jul	15 Jul	correct
14 Jul	2.0	LA	03 Jul	15 Jul	correct
14 Jul	2.0	LA	03 Jul	15 Jul	not used

Investigator's notes:

- Specific leave times were not identified for the "LA" and "LS" requests for 01 July.
- There were two "LA" requests for 03 July. Neither identified the specific times.
- Remarks in the "Timecard entry" column indicate whether or not the leave was recorded on the timecard and that it matched the leave authorization.
- The "LS" request for 26 June above duplicates an "LS" request for the same day, which had been submitted and approved on 24 June.
- All "Actual Use" date entries were from the original timecards; there were no Prior-Pay entries.

(Document 11)

(6) SLDCADA Leave Authorization Report documents that Mr. Williamson submitted 2.0 hours Annual Leave (THC "LA") for 03 July 2014 at 0742⁶ on 14 July 2014 and made a second submission for 2.0 hours Annual Leave (THC "LA") for 03 July 2014 at 0743 (a minute later) on the same day. (Document 11)

⁶ GMT to CT conversion caveat, discussed in footnotes for paragraph 6, applies.

(7) Mr. Williamson stated that he had gotten door report logs from Mr. Hillery to help him reconstruct a couple days where he may have reported coming in at 0600 but he actually came in at 0630 or vice versa as well as reviewing end of day times. Mr. Williamson also stated that the time and attendance clerk, with whom he had been working, was absent a couple of days. (Interview 4)

Friday 27 June 2014

(8) Four staff members reported that Mr. Williamson was not on board and at work on 27 June 2014. (Interview 4, 8, 9, 11)

(9) Mr. Williamson's Timecard for the pay period ending 28 June 2014 indicates:

- that 8.0 hours were charged to JON "NVSAU" and THC "LS" for 26 June
- that 8.0 hours were charged to JON "4CNTU" and THC "RG" for 27 June
- that the EVT check-box was marked for the workweek, indicating that Mr. Williamson personally verified his entries on 25 June
- that [REDACTED] certified the timecard on 27 June (Document 10)

(10) Mr. Williamson did not use his electronic key card to access any doors in building 1002⁷ all day on 27 June 2014. (Document 19)

(11) SLDCADA Leave Authorization Report documents that Mr. Williamson submitted 8.0 hours Sick Leave (THC "LS") for 26 June 2014 on 24 June and made a second submission for 2.0 hours Annual Leave (THC "LS") for 26 June 2014 on 30 June. [REDACTED] approved both requests on 15 July. (Document 11)

(12) In his email to the investigator of 08 August 2014, Mr. Williamson provided a Word document as amplifying information. The email's text for his alleged absence on 27 June: "27 Jun - RG reflects, should be LS. I had approved LS for 26 Jun. I provided time input on 25 Jun (EVT) period thinking I would return to work on Friday (27th) but still needed sick leave. I contacted CDR Gillesse via personal email

⁷ Door Report caveat, discussed in footnotes for paragraph 6, applies. Door Report times are in CT.

notifying him of LS for the 27th. I failed to perform prior pay correction upon my return. Supervisor (such as CDR Gilless) has capability to access SLDCADA and input LS (in this case) immediately following my notice for LS or employee follows up to ensure prior pay correction is accomplished. Failure on both parties." (Document 35)

(13) During interview, Mr. Williamson stated that one cause of mistakes might be that timecards were often submitted on Thursday before the end of the pay period and if he were unexpectedly sick on Friday and did not come in at all, then he would have had to do a prior pay correction. Mr. Williamson also stated that he may not have caught those. (Interview 3)

(14) As of 16 July, a Prior-Pay Correction had not been entered for 27 June 2014. (Document 10)

Thursday 03 July 2014

(15) A staff member reported that Mr. Williamson arrived for work at 1000 on 03 July and left work that day at 1100 with the understanding that Mr. Williamson had taken annual leave for the afternoon. (Interview 9; Document 27, 30)

(16) Mr. Williamson's Timecard for the pay period ending 12 July 2014 indicates:

- that 2.0 hours were charged to JON "NVSAU" and THC "LA" for 03 July
- that 6.0 hours were charged to JON "4CNTU" and THC "RG" for 03 July
- that clock time entries reported hours on board as 0700-1200 and 1400-1530 on 03 July
- that the EVT check-box was marked for the workweek, indicating that Mr. Williamson personally verified his entries on 14 July
- that the timecard remained uncertified as of 16 July

(Document 10)

(17) In his email to the staff of 02 July 2014, Subj Tomorrow, Mr. Williamson wrote: "I will be out in the morning for an appt and pending the time involved, I am anticipating coming in after 1200 hrs." (Document 27)

(18) Mr. Williamson used his electronic key card to access doors in building 1002 at 0955, 0956, 0958, and 1044 on 03 July 2014. (Document 19)

(19) SLDCADA Leave Authorization Report documents that Mr. Williamson submitted 2.0 hours Annual Leave (THC "LA") for 03 July 2014 at 0742 on 14 July and made a second submission for 2.0 hours Annual Leave (THC "LA") for 03 July 2014 at 0743 (a minute later) on the same day. Leave start and stop times for both events were recorded as "0000." [REDACTED] approved both requests on 15 July. (Document 11)

(20) In his email to the investigator of 08 August 2014, Mr. Williamson provided a Word document as amplifying information. The email's text for his alleged absence on 03 July: "3 Jul - I will have to stand by what SLDCADA provides. Piggy-backed on someone or something may have come up that needed attention. I am constantly bouncing all over the place including areas outside of the NAVO building." (Document 35)

(21) As of 16 July, a Prior-Pay Correction had not been entered for 03 July 2014. (Document 10)

b. Analysis and Conclusion

(1) Given Mr. Williamson's sizable Annual Leave-Use or Lose balance, it is difficult to imagine that he would feel the need to purposefully report regular hours, for which he did not work. I doubt that he will be able to use 138 hours (greater than three workweeks) before the end of the fiscal year. Essentially, it would be foolish to fraudulently save leave in June, only to forfeit a significant number of leave hours six months later.

(2) Paragraphs 7a(1) through 7a(14) establish that Mr. Williamson was not on board at all on Friday 27 June 2014 and that his timecard was incorrect even though when he saved his data on Wednesday, he may have intended to be on board that Friday. Possibly the duplicate, after-the-fact entry, discussed in paragraph 7a(5), was an attempt to account for 27 June.

(3) Paragraphs 7a(1) through 7a(7) and 7a(15) through 7a(21) establish that Mr. Williamson was not on board until 0955, 2.0 hours or more later than his regular arrival time, on Thursday 03 July 2014 and that his timecard entry was incorrect. Because of his previously announced intention to arrive late that morning, corroborated by the 0955, first-time that morning,

Door Report, it is very likely that Mr. Williamson was not at work until 0955, his speculation that he may have been at work but outside building 1002 notwithstanding. The first of the two, late-entry, 2.0 hour, leave requests for that day, discussed in paragraph 7a(18), accounts for the 2.0 hours claimed midday on his timecard and corroborates the witness's recollection that Mr. Williamson left at 1100 or so. Concerning Mr. Williamson's assertion that he returned to work at 1400 on Thursday 03 July 2014 and stayed until 1530 as his timecard indicates, there is insufficient evidence to make a determination. Potentially he actually did "piggy-back" at the door access and return to work and the witness simply did not realize it late in the afternoon prior to the holiday weekend. There is no additional evidence to indicate that this did not happen. The purpose of Mr. Williamson's second (but apparently unused) late-entry leave request remains unclear though it appears to be a sloppy effort to reconstruct his morning hours and correct timecard entry mistakes. Indeed, considering that Mr. Williamson had made an after-the-fact leave request for 03 July just three weeks before his 08 August email to the investigator, it is not realistic that he could not reconstruct the events. As such it is assumed that those 2.0 hours are hours, which he knew he had not worked that morning. That said, there is insufficient evidence however to conclude that Mr. Williamson purposefully entered incorrect timecard data originally.

(4) [REDACTED], NAVOCEANO [REDACTED] and interim Certifying Official, improperly certified Mr. Williamson's timecard for the pay period ending 28 June 2014 in that he certified that Mr. Williamson was on board and at work for 8.0 hours on 27 June 2014 even though Mr. Williamson was not at work at all that day.

(5) For the most part, it appears that Mr. Williamson had documented leave taken as it occurred for each pay period. However, his routine of actually requesting leave for those hours (up to 24 days) after the fact is not compliant with any standard accounting practice. Additionally, untimely approvals (up to 15 days) further undermined the controls designed to mitigate hazards.

(6) The preponderance of the evidence determined:

(a) The allegation that Mr. Williamson improperly **failed to correct 8.0 hours** previously submitted to JON "4CNTU" and THC "RG" on his timecard for **27 June** 2014 even though he was

not at work at all that day, in violation of DoN CHRM Subchapter 752 and NAVOCEANOINST 7420.1A **is substantiated**.

(b) The allegation that Mr. Williamson **improperly submitted 6.0 hours** to JON "4CNTU" and THC "RG" on his timecard for **03 July** 2014 even though he only worked 4.0 hours that day, in violation of DoN CHRM Subchapter 752 and NAVOCEANOINST 7420.1A **is substantiated**.

c. Recommendations

(1) **Recommendation Nr 2.** NAVOCEANO recoup overpayments made to Mr. Williamson.

(2) **Recommendation Nr 3.** NAVOCEANO conduct an assessment of Leave Authorization process (including: data entry of the planned leave times for leave less than a full day; after-the-fact Annual Leave requests; and timeliness of leave approval); strengthen controls as necessary.

8. **FIFTH ALLEGATION.** That Mr. Williamson improperly certified [REDACTED]'s SLDCADA timecard.

Standard

a. Facts

(1) DoD 7000.14-R, Department of Defense Financial Management Regulation (DoD FMR), Volume 8 Chapter 2, T&A, identifies responsibilities for T&A certification. DoD FMR Volume 8 article 0204 states in part,

020402. Responsibility. All time and attendance reports and other supporting documents shall be reviewed and approved by a designated approving official. This official shall be aware of his or her responsibilities for ensuring accuracy of the reports and shall have knowledge of the time worked and absence of employees for whom approval is given.

A. Certification of time and attendance documents shall be based on (1) knowledge from personal observation, work output, timekeeper verification, (2) checking data against other independent sources (such as validating starting and ending times of work

using sign-in and sign-out sheets or time clock entries), (3) reliance on other internal controls, or (4) a combination of controls. Approving officials shall have a reasonable basis for relying on systems of internal control to ensure accuracy and legal compliance when they do not have positive, personal knowledge of the presence and absence of, or other information concerning, employees whose time and attendance documents are being approved. This basis shall involve periodic testing of internal controls to ensure that they are working as intended.

(2) NAVOCEANOINST 7420.1A provides policies and procedures for the accurate and timely recording of NAVOCEANO civilian government employees T&A. Paragraph 7 of NAVOCEANOINST 7420.1A identifies responsibilities of T&A roles; paragraph 7.c states in part,

c. Supervisors/Certifiers shall:

(1) Review time entered for employees to ensure that records reflect actual time worked and leave taken and resolve any discrepancies with the employee and Timekeeper.

(2) Certify time and prior pays and designate an alternate Certifier in case of absence.

General

(3) Paragraphs 6a through 6b, Third Allegation, provides facts, analysis and conclusions surrounding [REDACTED]'s improper Timecard entries on 26 June, 27 June, 02 July, and 03 July 2014.

(4) In his email to the investigator of 08 August 2014, Mr. Williamson provided a Word document as amplifying information. The email's text for [REDACTED]'s absences on 26 and 27 June:

26 Jun - leave requests for 26th (8 hrs LA) was approved/RG reflects. Not EVT'd

27 June - reflects 8 hrs RG. Should be LA or LS due to family sickness. Employee still needs to adjust and EVT. Employee did not EVT. Was end of pay period and oversight on my part for not inputting leave type and then certifying OR letting it stay in place and have employee do prior pay correction at a later time. I choose [sic] the latter but did not follow up. (*Emphasis in original.*) (Document 35)

(5) In his email to the investigator of 08 August 2014, Mr. Williamson provided a Word document as amplifying information. The email's text for [REDACTED]'s absences on 02 and 03 July:

2 July - leave request approved for 8 hrs. RG reflects. System error in not filtering type leave that was approved vs RG.
3 July - leave request approved for 8 hrs. RG reflects. System error in not filtering type leave that was approved vs RG.
(Document 35)

b. Analysis and Conclusion

(1) Paragraphs 8a(1) through 8a(5) establish that as [REDACTED] had simultaneously submitted her timecard for the pay period ending 28 June and her 8.0 leave request for 26 June on the morning of Tuesday 24 June, Mr. Williamson should have recognized that [REDACTED]'s timecard did not reflect her leave request when he approved both later that day. Mr. Williamson's responsibility, concerning [REDACTED]'s timecard 27 June discrepancy, is discounted because there is no evidence to indicate that she planned to take leave on that day when he certified the timecard.

(2) Paragraphs 8a(1) through 8a(5) establish that as he had previously approved [REDACTED]'s leave requests for 02 and 03 July Mr. Williamson should have recognized that [REDACTED]'s timecard for the pay period ending 12 July did not reflect her leave requests when he approved same.

(3) The preponderance of the evidence determined:

(a) The allegation that Mr. Williamson **improperly certified [REDACTED]'s timecard for the pay period ending 28 June 2014** in that he certified that [REDACTED] planned to be on

board and at work for 8.0 hours on 26 June 2014 even though he had approved her 8.0 leave request for that day, in violation of DoD FMR Volume 8 Article 0204 **is substantiated**.

(b) The allegation that Mr. Williamson **improperly certified [REDACTED]'s timecard** for the **pay period ending 12 July 2014** in that he certified that [REDACTED] was on board and at work for 8.0 hours each on 02 July and 03 July 2014 even though she was not at work at all on 02 July and left 2.0 hours early on 03 July, in violation of DoD FMR Volume 8 Article 0204 **is substantiated**.

c. Recommendations. None

9. Interviews and Case Documents

a. Interviews Conducted⁸

(1) Unsworn interview with [REDACTED] (subject matter expert), [REDACTED], COMUSFLTFORCOM Human Resources Satellite Office Stennis Space Center (NAVMETOCCOM local HR Office). 01 Jul 14 via telephone

(2) [REDACTED] (witness, subject), [REDACTED] at NAVOCEANO Contracting Office. 14 July 14, follow-up 05 Aug 14

(3) Mr. Elliott Williamson GS-14 (subject), Chief Contracting Officer at NAVOCEANO (NAVO N01C). 14 Jul 14, follow-up 06 Aug 14

(4) [REDACTED] (witness), [REDACTED] at NAVOCEANO. 16 Jul 14, follow-up 28 Jul 14

(5) [REDACTED] (witness), [REDACTED], at NAVOCEANO Contracting Office. 16 Jul 14

(6) [REDACTED] (witness), [REDACTED] at NAVOCEANO. 21 Jul 14

⁸ All interviews were sworn unless otherwise noted. All interviews were conducted in person unless otherwise noted.

(7) [REDACTED] (witness), [REDACTED]
[REDACTED] at NAVOCEANO
Contracting Office. 22 Jul 14

(8) [REDACTED] (witness), [REDACTED]
[REDACTED] at NAVOCEANO
Contracting Office. 22 Jul 14

(9) [REDACTED] (witness), [REDACTED]
[REDACTED], at NAVOCEANO
Contracting Office. 23 Jul 14

(10) [REDACTED] [REDACTED],
NAVOCEANO. 28 Jul 14

(11) [REDACTED] (witness), [REDACTED]
[REDACTED], at NAVOCEANO
Contracting Office. 05 Aug 14

b. Documents Reviewed

(1) Anonymous Hotline Complaint of 24 Jun 14

(2) Standard Form 50, Notification of Personnel Action,
ICO Mr. Elliott Williamson, dtd 05 Nov 12

(3) Standard Form 50 ICO [REDACTED], various
dates

(a) 22 Jun 12

(b) 20 Sep 12

(c) 31 Jul 13

(d) 17 Oct 13

(e) 26 Feb 14

(4) [REDACTED] <[REDACTED]> email.
Subj Privacy Act Violations and Harassment; dtd 0725 08 Jul 14

(5) Standard Labor Data Collection and Distribution
Application (SLDCADA) Certified Time and Attendance ICO [REDACTED]
[REDACTED] for Pay Periods 15 Dec 13 through 12 Jul 14
(including Prior-Pay Correction for 14 Jun 14)

(6) SLDCADA Leave Authorization ICO [REDACTED]
for Pay Periods 15 Dec 13 through 12 Jul 14; report dtd 16 Jul 14

(7) SLDCADA Overtime Authorization ICO [REDACTED]
[REDACTED] for Pay Periods 15 Dec 13 through 12 Jul 14; report dtd 16 Jul 14

(8) SLDCADA Unauthorized Overtime/Compensatory Hours ICO
[REDACTED] for Pay Periods 15 Dec 13 through 12 Jul 14; report dtd 16 Jul 14

(9) SLDCADA Authorized Overtime/Compensatory Hours ICO
[REDACTED] for Pay Periods 15 Dec 13 through 12 Jul 14; report dtd 16 Jul 14

(10) SLDCADA Certified Time and Attendance ICO Mr. Elliott Williamson for Pay Periods 15 Dec 13 through 12 Jul 14; report dtd 16 Jul 14

(11) SLDCADA Leave Authorization ICO Mr. Elliott Williamson for Pay Periods 15 Dec 13 through 12 Jul 14; report dtd 16 Jul 14

(12) SLDCADA Overtime Authorization ICO Mr. Elliott Williamson for Pay Periods 15 Dec 13 through 12 Jul 14; report dtd 16 Jul 14

(13) SLDCADA Unauthorized Overtime/Compensatory Hours ICO Mr. Elliott Williamson for Pay Periods 15 Dec 13 through 12 Jul 14; report dtd 16 Jul 14

(14) SLDCADA Authorized Overtime/Compensatory Hours ICO Mr. Elliott Williamson for Pay Periods 15 Dec 13 through 12 Jul 14; report dtd 16 Jul 14

(15) Anonymous Hotline Complaint of 23 Jul 14

(16) SLDCADA Time and Attendance Audit ICO [REDACTED]
[REDACTED] for weeks ending 22 Feb 14, 21 Jun 14, 28 Jun 14 05 Jul 14, and 12 Jul 14; report dtd 25 Jul 14

(17) SLDCADA Time and Attendance Audit ICO Mr. Elliott Williamson for weeks ending 29 Mar 14 and 05 Apr 14; report dtd 25 Jul 14

(18) Physical Security Access to Building 1002.
Transaction Records for [REDACTED] (Credential Nr

0006836287) for 01 Apr 14 through 10 Jul 14; report dtd 30 Jul 14

(a) Extract pages 51 - 52 for 17 Jun - 22 Jun 14

(b) Extract pages 55 - 56 for 25 Jun - 30 Jun 14

(c) Extract pages 59 - 61 for 01 Jul - 07 Jul 14

(19) Physical Security Access to Building 1002.
Transaction Records for Elliott Williamson III (Credential Nr 0006833724) for 01 Apr 14 through 10 Jul 14; report dtd 30 Jul 14

(a) Extract pages 191 - 194 for 18 Jun - 21 Jun 14

(b) Extract pages 208 - 209 for 25 Jun - 30 Jun 14

(c) Extract pages 219 - 220 for 02 Jul - 06 Jul 14

(20) SLDCADA Time and Attendance. Screenshot of "My Leave Requests" ICO [REDACTED] rcvd 06 Aug 14

(21) Defense Connect Online (DCO). Screenshot of [REDACTED] chat 06 Jun, 19 Jun, and 20 Jun 14; rcvd 28 Jul 14

(22) DCO. Screenshot of [REDACTED] chat 19 Jun and 20 Jun 14; rcvd 06 Aug 14

(23) Ms. [REDACTED] <[REDACTED]>
email. Subj Fw COQ/COY Nomination; dtd 1455 21 Mar 14 (with attached COQ memo)

(24) Mr. Elliott Williamson <elliott.williamson@navy.mil>
email. Subj Fw Contracting Update; dtd 0945 30 Jun 14

(25) Mr. Williamson email. Subj My Whereabouts; dtd 0646 01 Jul 14

(26) Mr. Williamson email. Subj 59 Min; dtd 0625 02 Jul 14

(27) Mr. Williamson email. Subj Tomorrow; dtd 1325 02 Jul 14

(28) [REDACTED] email. Subj Leave; dtd 1149 03 Jul 14

(29) Mr. Williamson email. Subj Fw Contracting Update;
dtd 0945 30 Jun 14

(30) [REDACTED] <[REDACTED]> email.
Subj Homework; 1445 23 Jul 14

(31) [REDACTED] email. Subj Re IG Document Request; 1403
28 Jul 14

(32) [REDACTED] email. Subj Request Information; dtd
1028 06 Aug 14

(33) [REDACTED] <[REDACTED]> email.
Subj Additional Information/Documentation as Requested; dtd 1358
06 Aug 14

(34) Mr. Williamson email. Subj [REDACTED] is Out Sick
Today; dtd 0757 02 Jul 14

(35) Mr. Williamson email. Subj Response; dtd 0640 08
Aug 14 (with attachment)

c. Standards and Other References

(1) U.S. Code

(a) 5 USC § 2301 - Merit System Principles

(b) 5 USC § 7513 - Cause and Procedure

(2) Code of Federal Regulations

(a) 5 CFR § 2635.101, Basic obligation of public
service

(b) 5 CFR § 2635.705, Use of official time

(3) DoD 7000.14-R, DoD Financial Management Regulation
(FMR), Volume 8 Chapter 2, Time and Attendance

(4) DoN Civilian Human Resources Manual (CHRM)

(a) Subchapter 752, Disciplinary Actions

(b) Subchapter 752, Appendix B, Schedule of Offenses
and Recommended Remedies

(5) NAVMETOCCOMINST 12000.5B, Civilian Human Resources
Management, Chapter 300

(6) NAVOCEANO

(a) INST 7420.1A, Timekeeping Policy and Procedures

(b) INST 7420.2D, Request and Authorization of
Overtime / Holiday Work

(c) INST 12600.1, Flexiplace Program

(d) INST 12610.1F, Variation in Work Schedule

(e) INST 12630.1C, Manual of Leave policies,
Procedures, and Regulations

(7) SLDCADA Version 23 Basic User's Manual 2014

A handwritten signature in black ink that reads "Mark A. Law". The signature is written in a cursive, slightly slanted style.

M. A. LAW